



(Sample Deed for Donated Conservation Easement)

DEED OF CONSERVATION EASEMENT

Part I. Parties, Property and Purposes

A. Parties. THIS GRANT DEED OF CONSERVATION EASEMENT (“Conservation Easement”) is made this ____ day of _____, by _____ (“Grantor”) at _____ (address), in favor of the Ranchland Trust of Kansas, Inc. (“Grantee”) a nonprofit Kansas corporation qualified to do business in Kansas, at 6031 SW 37th Street, Topeka, Kansas 66614 for the purpose of conserving the open spaces and natural ecosystems of Kansas farm and ranch land on the Property (as hereinafter defined). For and in consideration of the facts recited below and of the mutual covenants, terms, conditions, and restrictions herein contained and pursuant to the laws of the State of Kansas and in particular Kansas Statutes Annotated 58-3810 et seq., Grantor hereby grants and conveys unto the Grantee, its successors and assigns forever a Conservation Easement in perpetuity over the property described below consisting of the terms and conditions described in this Conservation Easement.

B. Property. Grantor is the sole owner in fee simple of certain real property in _____ County, Kansas, legally described in **Exhibit A** and shown in map form in **Exhibit B**, (the Property) which are attached hereto and incorporated by reference herein.

In particular, the Property consists of _____ acres, more or less, and includes, as components of its natural values, scenic pastoral views and native tall grass prairie (**or whatever is appropriate**).

The agricultural, open space and natural ecosystem characteristics of the Property, its current use and state of improvement, are described in a Baseline Documentation Report (“Report”) prepared by Grantee with the cooperation of Grantor, which report describes the relevant features and conditions of the Property. The report will be used by Grantee to monitor future uses of the Property and to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. Both parties have certified the Report as an accurate representation of the condition of the Property as of the date of this grant, as required under Treasury Regulations Section 1.170A-14. The Baseline Documentation Report is incorporated by reference herein.

Grantor hereby grants and conveys to Grantee an immediately vested interest in real property and hereby transfers a charitable gift of the property interest conveyed by this

Conservation Easement to Grantee for the exclusive purpose of assuring that, under Grantee's perpetual stewardship, the open spaces and natural ecosystems of Kansas farm and ranch land on the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented or corrected. The parties agree, however, that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Conservation Easement.

C. Qualified Organization. As of the date of execution of this agreement, Grantee is a publicly supported, tax-exempt nonprofit organization in good standing, qualified under the laws and regulations of the United States, whose primary purpose is to acquire, receive, and administer conservation easements from land owners who wish to preserve working farm and rangeland and open spaces. Grantee also seeks to sustain ecosystem conservation and the protection of natural areas. Grantee is an organization qualified under Section 170(h) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder, to receive qualified conservation contributions.

D. Conservation Values. The Property consists of _____ acres of agricultural land within the _____ physiographic region of the _____ in _____ County of Kansas, and in its present state, constitutes an area of biological, scenic and agricultural significance. Specifically, the natural values of the Property include:

(RTK will work with Grantor (landowner) to describe the Conservation values of the property and include this information in this provision of the Conservation Easement)

Together, all of the above define the "Conservation Values" for the Property.

Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and generations to come.

Part II. Obligations of the Grantor

A. Reservation of Rights of Grantor. The Grantor reserve for herself, her heirs, successors and assigns, all rights as owner of the Property to use the Property for all purposes that are not expressly prohibited in this Conservation Easement and that are not inconsistent with this Conservation Easement and with the preservation of the Conservation Values of the Property.

Grantor has the right to sell or otherwise transfer the Property to anyone Grantor may choose. Nothing in this Conservation Easement shall give or grant to the public a right to enter upon or use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

B. Conservation Practices. Grantor recognizes the importance of good resource management and stewardship to present and future generations. To this end, all agricultural uses of the Property shall be conducted using standard stewardship and management practices, which shall include compliance with governmental or invasive species and noxious weed control regulations.

C. Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property. Grantee shall have no obligation for the upkeep or maintenance of the Property. The dumping or accumulation of any kind of trash or refuse on the Property, other than farm-related trash and refuse produced on the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Property in accordance with all applicable government laws and regulations.

D. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for same.

E. Liability and Indemnification. If Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, Grantor shall indemnify and reimburse Grantee for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Grantee or any of its agents have committed a negligent or deliberate act that is determined by a court to be the sole cause of the injury or damage.

In addition, Grantor warrants that Grantee is and will continue to be an additional insured on Grantor's liability insurance policy covering the Property. Grantor shall provide certificates of such insurance to Grantee on an annual basis.

F. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the provisions of this Conservation Easement. Grantor hereby authorizes Grantee to enforce these provisions in the manner described herein. However, unless otherwise specified, nothing in the Conservation Easement shall require Grantor to take any action to restore the condition of the Property after any fire, Act of God, or other event over which Grantor had no control. Grantor understands that nothing in this Conservation Easement relieves him or her of any obligation or restriction on the use of the Property imposed by law.

G. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited except as provided herein.

(note: the following provisions in nos. 1 & 2 may or may not be applicable to all properties and conservation easements)

1. Construction of Agricultural Structures and Improvements. All existing agricultural buildings and agricultural structures within the designated Agricultural Building Envelope, identified in Exhibit D, may continue to be used for agricultural

purposes and be repaired, reasonably enlarged and replaced, consistent with the provisions of this Conservation Easement at their current location without further permission of Grantee.

a. Loafing sheds, corrals, water lines, water tanks, ponds, water wells, and other minor agricultural structures and improvements may be constructed anywhere on the Property consistent with Conservation Easement purposes. Grantor will notify Grantee prior to construction, so Grantee can update its records. No construction of any other new agricultural buildings or improvements other than those covered by the preceding sentences shall be constructed.

b. Construction and Maintenance of Fences. Grantor reserves the right to build, maintain and repair fences for Agricultural, ranching and conservation purposes at any location on the Property. The Grantor shall construct such fences in a manner that is typical of the area, and as to not materially adversely impact the Conservation Values of the Property. Fencing shall not hinder or prevent the natural movement of native wildlife.

2. Construction of Buildings and Other Structures. The construction of any building or other structure, except those existing on the date of this easement or those approved by Grantee subsequent to the date hereof but prior to construction, is prohibited except as provided in Part II.G.1.a. Before undertaking any construction that requires advance permission, Grantor shall notify Grantee of such request.

a. Single-Family Residential Dwellings. The existing single-family residential dwelling, located in the Residential Building Envelope and identified in Exhibit D, may be repaired, reasonably enlarged and replaced at the current location without further permission of Grantee. Additional outbuildings, such as garages, shops and outbuildings may be constructed within the Residential Building Envelope, identified in Exhibit D.

3. Paving and Road Construction. After reasonable notice to the Grantee, Grantor may construct such roads necessary to provide access to buildings and other fixtures on the property. Such roads shall be built and maintained in such a manner that does not substantially diminish or impair the Conservation Values of the property.

4. Subdivision. The Property may not be divided, partitioned, subdivided, or conveyed except in its current configuration as a single unit. (note: RTK may consider an allowance for one subdivision)

5. Billboards. There will be no construction, maintenance, or erection of billboards. Billboards include any roadside or riverside sign other than those used for posting the name of the Property, advertising businesses which occur on the Property, controlling public access, providing public notification of this Conservation Easement or advertising the Property for sale.

6. Recreational Uses. Recreational uses may be allowed on the Property to the extent such uses do not impair or diminish the conservation value of the Property. There shall be no industrial, commercial, or commercial recreational activity undertaken or allowed on the Property. Nature-based and ranching heritage-based commercial agri-tourism/recreational activities shall not constitute commercial recreational activities, provided such activities maintain/promote the Conservation Values of the Property.

No right of passage shall be granted or retained across or upon the Property if that right of passage is used in conjunction with such prohibited activities.

7. Cultivation. There shall be no cultivation, tilling or plowing of the Property, except for areas designated as "Previously Tilled" identified in the map attached hereto as Exhibit E. The Grantor may, with written approval of the Grantee, reseed previously cultivated areas to native grasses and/or forbs, as identified on Exhibit E attached hereto, for the purposes of enhancing the native plant community.

8. Animal Confinement. There shall be no commercial confinement facilities for livestock (including, but not limited to cattle, swine, or poultry) on the Property. Confinement facilities shall mean an area used for feeding or rearing of livestock for a time duration in which no native vegetation intended for grazing is growing or residual. Commercial kennels, wildlife enclosures and other non-grazing animal operations are also prohibited on the Property.

9. Spraying in Grassland Areas. There shall be no indiscriminant broadcast spraying of herbicides or pesticides on the Property except within previously tilled areas identified in the map attached hereto as Exhibit E. Outside these areas, herbicides and pesticides may be used by spot applications (including by gun or boom nozzles) of government approved chemicals to control state-designated noxious weeds, invasive woody species or pest insect infestations, provided their use is designed to minimize the impact on the Conservation Values of the Property. Broadcast spraying of herbicides or pesticides, including aerial applications, may be permitted on the Property with prior written approval by the Grantee, provided that, at a minimum, the following conditions are met: (a) spot treatment is not practical because of the severity of the infestation; (b) timing of application is scheduled to minimize damage to non-target species; and (c) type of herbicide or pesticide used has the least impact to non-target species while still being effective in controlling target species. The Grantee shall have sole discretion in granting or denying broadcast spraying of herbicides or pesticides. Herbicides and pesticides shall be used only in those amounts and with a frequency of application that reasonably constitute the minimum necessary for control and shall be used in compliance with all applicable governmental regulations.

10. Topography. There shall be no ditching, trenching, draining, diking, filling, excavating, removal of topsoil, sand, gravel, rock or other materials (including the removal of substratum from streambeds), or any change in the topography of the land in any manner, except as otherwise permitted in Part II.G.1-3., and except in conjunction with activities for the purpose of erosion control as recommended by a state or federal

conservation agency and otherwise specifically authorized herein and in accordance with federal, state, and local regulations.

H. Mining. There shall be no mining, drilling exploring for or removal of oil, gas, or minerals from the Property. The commercial mining or commercial extraction of soil, sand, gravel, oil, natural gas, fuel, stone, or any other mineral substance using any surface mining method is prohibited; provided that mineral extraction is permitted if such extraction is not accomplished by any surface mining method and the method of extraction has a limited, localized impact on the real property that is not irremediably destructive of the Conservation Values of the Property, and provided further that the proposed mining or extraction permitted pursuant to this paragraph shall occur with prior written notice to Grantee, which notice shall include a description of the type of extraction, the areas within which such extraction shall occur, and the anticipated impact thereof.

I. Water Rights. Grantor shall retain and reserve the right to use the water rights for use in present and future agricultural production on the Property, and shall not transfer, lease, sell, or otherwise separate the Water Rights from title to the Property itself; provided that Grantor may transfer, lease, sell, or otherwise separate from the Property such portion of the water rights that Grantor demonstrates to Grantee's reasonable satisfaction are not necessary to maintain the present or future Conservation Values of the Property.

Part III. Rights of Grantee. To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee by this Conservation Easement:

A. Grantee reserves the right to preserve and protect the Conservation Values of the Property.

B. Grantee is authorized to enter upon the Property at least annually at reasonable times for the purposes of inspecting the Property to determine if the Grantor, or Grantor's heirs, successors, or assigns, are complying with the provisions of this Conservation Easement. Except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of the Conservation Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

C. Grantee is authorized to take actions necessary to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in this agreement.

D. Grantee shall have the right to enforce by proceedings at law or in equity the provisions of this Conservation Easement including, but not limited to, the right to require the restoration of the Property to its condition at the date of this Conservation

Easement, subject to the reserved rights of the Grantor set forth herein. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceeding against Grantor for any changes to the Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that the Grantor shall notify Grantee of any occurrence that would adversely affect or interfere with the conservation purpose of the Conservation Easement, whether caused by the acts or omissions of the Grantor or third parties.

Part IV. General Provisions

A. Successors in Interest. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon Grantor and his or her personal representatives, heirs, successors, and assigns, and inure to the benefit of the Grantee and its successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and his or her personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

B. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property.

C. Mediation. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, either party may refer the dispute to mediation by request made in writing to the other. Upon such a request by Grantee, the Grantor agrees that, pending resolution of the dispute, the Grantor shall not proceed with the planned activity. Within ten (10) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, each appoint a person as a mediator. These two persons shall select a third person, and that person shall mediate the dispute subject to the following guidelines:

1. Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation shall not result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Conservation Easement; and

2. Participation. The mediator may meet with the parties and their counsel jointly or individually. The parties agree that they will participate in the mediation process in

good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator; and

3. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party; and

4. Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of receipt of the initial request or if the mediator concludes there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute; and

5. Costs. The cost of the mediator shall be borne equally by Grantor and Grantee; the parties shall bear their own expenses, including attorneys' fees, individually.

D. Grantee's Remedies.

1. Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

2. Injunctive Relief. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, by temporary or permanent injunction (ex parte as necessary), and to require the restoration of the Property to the condition that existed prior to any such injury.

3. Damages. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by the Conservation Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

4. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the

Conservation Values of the Property, Grantee may pursue its remedies under this agreement without prior notice to Grantor or without waiting for the period provided for cure to expire.

5. Scope of Relief. Grantee's rights apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this agreement, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6. Cost of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of litigation, including expert witness fees and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor violation of the terms of this Conservation Easement shall be borne by Grantor's provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs.

7. Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.

8. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Before taking such emergency action, however, the Grantor shall notify Grantee by the best means practicable.

E. Transfer of Conservation Easement. With the prior written consent of Grantor, Grantee shall have the right to transfer the Conservation Easement created by this agreement to any private nonprofit organization that, at the time of transfer, is a similarly qualified charitable organization under the laws of the United States as the Grantee and only if the organization expressly agrees to assume the responsibility imposed on Grantee by this Conservation Easement. This Conservation Easement shall not be transferred by Grantee to any governmental entity or public agency without the

consent of the Grantor, which consent shall be in Grantor's sole discretion. If Grantee desires to transfer this Conservation Easement to a qualified organization having similar purposes as Grantee, but Grantor unreasonably refuses to approve the transfer or, if Grantee ever ceases to exist or no longer qualifies under the laws of the United States or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes and mission as Grantee and that agrees to assume the responsibility of enforcing this Conservation Easement, provided that Grantor receives notice of and an opportunity to participate in the court proceedings. Grantee agrees to provide the name, address, and other pertinent contact information to Grantor for purposes of notification.

F. Transfer of Property Interests. Grantor agree to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. For the purpose of notification, Grantor agrees to provide Grantee with the names, address, and other pertinent contact information of the party to which the land is transferred.

If that transfer is for sale of the property, or any part thereof, Grantor agrees to pay Grantee a sum of \$250.00. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. The transferee or assignee will be required to carry out in perpetuity the conservation purposes that this Conservation Easement was originally intended to advance.

G. Amendment. This Conservation Easement may only be amended with the written consent of Grantor and Grantee in accordance with the terms of this Subparagraph G. No amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Grantee under any applicable state or federal laws, and any amendment shall be consistent with the purpose of this Conservation Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Shawnee and Osage Counties, Kansas.

H. Interpretation. This Conservation Easement shall be interpreted under the law of the State of Kansas, resolving any ambiguities and questions of the validity of specific provisions so as to preserve the Conservation Values and give maximum effect to its conservation purposes.

I. Perpetual Duration. The Conservation Easement created by this instrument shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or the Property,

except that liability for acts or omissions occurring prior to transfer shall survive transfer.

J. Notices. Grantor agrees to notify Grantee prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, as required in Treasury Regulations Section 1.170A-14, as amended, and as specifically required herein. Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, to Grantor and Grantee respectively at the following address, unless a party has been notified by the other of a change of address.

SAMPLE

To Grantor: _____

To Grantee: Ranchland Trust of Kansas
6031 SW 37th Street
Topeka, KS 66614
785-273-5115

K. Representation and Warranties. Grantor represent and warrant that, after reasonable investigation and to the best of their knowledge:

1. No substance defined, listed, or otherwise classified pursuant to any environmental act as solid, hazardous, toxic, polluting, or other waste contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment other than chemicals common for agricultural use (such as herbicides for controlling invasive species) exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property; and
2. There are not now any underground storage tanks located on the Property, whether currently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property; and
3. Grantor and Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its uses; and
4. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
5. No civil or criminal proceedings or investigations have been instigated or are pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis of any such proceeding, investigations, notices, claims, demands, or orders.
6. Grantor hereby warrant and represent that the Grantor is seized of the Property in fee simple and have good right to grant and convey this Conservation Easement, that the Property is free and clear of any and all encumbrances and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

L. Removal and Remediation. If, at any time, there occurs, or has occurred, a release, threatened release, or presence in or on the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any environmental act as solid,

hazardous, toxic, polluting, or other waste contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and/or removal and remediation, including any cleanup that may be required.

M. Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of the Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of any environmental act.

N. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, costs and expenses of litigation, including expert witness' fees and reasonable attorneys' fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, unless due solely to the intentional action of any of the Indemnified Parties; (b) the violation or alleged violation of, or other failure to comply with, any environmental act, in any way affecting, involving, or relating to the Property; (c) the release, threatened release, or presence in, on, from, or about the Property, at any time, or any substance now or hereafter defined, listed or otherwise classified pursuant to any environmental act as solid, hazardous, toxic, polluting, or other waste contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment; (d) the obligations, covenants, representations, and warranties provided in this agreement and (e) enforcement of this indemnity clause by the Grantee in an action in which the Grantee prevails.

O. "Environmental Act" Defined. As used in this agreement, the term "environmental act" includes, but is not limited to, the Comprehensive Response, Compensation and Liability Act (CERCLA), the Resource, Conservation and Recovery Act (RCRA), or successor statutes to either, their state or local counterparts or any federal, state, or local enactment or regulation relating to the cleanup, disposal, or control of waste, or any federal, state, or local enactment or regulations or regulation relating to the cleanup, disposal, or control of waste, or any other federal, state, or local enactment or regulations relating to the protection of the environment, or the protection of natural resources such as air, water, or soil or relating to the protection of human health and welfare. The term also includes any rule of common law, including but not limited to nuisance, relating to any of the above.

P. Prior Liens; Subsequent Liens on the Property. Grantor represents that as of the date of this grant, there are no liens or mortgages outstanding against the property. No

provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing will be subordinated to this Conservation Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the property.

Q. Acceptance. As attested by the signature of its President or Executive Director affixed hereto, Grantee hereby accepts, without reservation, the rights and responsibilities conveyed by this Conservation Easement.

R. Extinguishment. If subsequent unexpected changes in the conditions of or surrounding the Property render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, , from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, is represented by an amount equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as those values are determined on the date of this Conservation Easement, but not including the value of structural improvements added subsequent to this Conservation Easement, as required under Treasury Regulations Section 1.170A-14(g)(6)(ii). Grantee will use such proceeds for its conservation purposes.

S. No merger. Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property.

T. Further Assurances. Each party covenants that at any time, and from time to time, after the date of execution of this agreement, they will execute such additional instruments and take such actions as may be reasonably requested by the other parties to confirm or perfect or otherwise carry out the intent and purposes of this agreement, including, but not limited to, executing and acknowledging Internal Revenue Service Form 8283 - Noncash Charitable Contributions.

U. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu of purchase shall be paid out of the amount recovered. Grantee's proceeds shall be represented by an amount equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as those values are determined on the date of this Conservation Easement, but not including the value of structural improvements added subsequent to

the date of this Conservation Easement, as required under Treasury Regulations Section 1.170A-14(g)(6)(ii) and Grantee shall use any proceeds received through condemnation proceedings in a manner consistent with its conservation purposes.

V. Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under the laws of the United States, or to be authorized to acquire and hold conservation easements under Kansas statutes, then Grantee's rights and obligations under this Conservation Easement shall become immediately vested in an organization mutually agreed upon by Grantor and Grantee which qualifies as an exempt organization under the laws of the United States and the state of Kansas and which qualifies according to that organization's Articles of Incorporation, or such organization as a court of competent jurisdiction shall direct pursuant to applicable Kansas law and consistent with the requirements for an assignment pursuant section pursuant to this agreement.

W. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor, or to any party designated by Grantor, any document, including an estoppel certificate, which certifies, to the best of the Grantee's knowledge, Grantor's compliance with any obligation of Grantor contained in the Conservation Easement or otherwise shows the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as a Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within thirty (30) days of receipt of Grantor's written request therefore.

X. Effective Date and Recordation. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is delivered for recording to the Offices of the Register of Deeds in _____ County, Kansas, after all required signatures have been affixed hereto. This Conservation Easement shall be timely recorded. Grantee may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this Conservation Easement.

Y. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of Kansas Statutes Annotated 58-3810 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Z. Severability. If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

AA. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with this agreement.

BB. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

CC. Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or Property, except that liability for acts or omission occurring prior to transfer shall survive transfer.

DD. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

EE. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

Grantor: _____

(signature line)

ACKNOWLEDGMENT

STATE OF KANSAS, _____, COUNTY, ss:

This instrument was acknowledged before me on _____, by
_____ (Grantor name and address).

My commission expires:

Notary Public

SAMPLE

Grantee: Ranchland Trust of Kansas, Inc.

Executive Director
duly authorized

CORPORATE ACKNOWLEDGMENT

STATE OF KANSAS, _____ COUNTY, ss:

This instrument was acknowledged before me on _____, by Mike Beam, Executive Director of the Ranchland Trust of Kansas, a nonprofit Kansas corporation and duly acknowledged the execution of the same as the act and deed of said corporation.

My commission expires:

Notary Public

SCHEDULE OF EXHIBITS

- A. Legal Description.
- B. Map of Property
- C. Map of Location and Access
- D. Map of building envelopes (if appropriate)
- E. Map of Previously tilled areas (if appropriate)